

APPEAL NO. 032513
FILED NOVEMBER 5, 2003

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing was held on August 19, 2003. With regard to the four issues before him, the hearing officer determined that good cause did not exist to relieve the appellant (claimant) of the effects of the Benefit Dispute Agreement (TWCC-24) that he signed on December 13, 2002; that the claimant's date of maximum medical improvement (MMI) is February 26, 2002; that the claimant's impairment rating (IR) is five percent, in accordance with the designated doctor's report which was not contrary to the great weight of other medical evidence; and that the claimant did not have disability from September 20 through October 24, 2000, but did have disability from October 25 through November 21, 2000, and from November 23, 2000, through February 26, 2002.

The claimant appeals, "requesting disability from September 20 through November 21, 2000," on the basis that he had been misadvised by another ombudsman, and that he was told that he could pursue additional income benefits and the MMI date at a later time. In addition to a clear and concise appeal, the claimant submitted a timely 13 page handwritten appeal with an attached newspaper article. The respondent (carrier) responds, urging affirmance.

DECISION

Affirmed.

There was very little in the way of a cogent sequence of events presented. Fairly clearly there was a benefit review conference (BRC) held on December 13, 2002, and a TWCC-24 was entered into wherein the parties agreed that the claimant did not have disability from September 20 through October 24, 2000, but did have disability from October 25 through November 21, 2000, and that the carrier would pay "4 wks of benefits," that MMI was reached on February 26, 2002, and the claimant was assessed a five percent IR per the designated doctor. The TWCC-24 was signed by the claimant, the carrier's representative, and the benefit review officer. The parties stipulated that the claimant was assisted by an ombudsman. Other than the claimant's testimony that he was misinformed about the provisions of the agreement and that he was told that he could pursue other "disability" payments (temporary income benefits) there is no evidence that the agreement was invalid or that there was good cause to relieve the claimant of the effects of the agreement.

As to the MMI, IR, and disability determinations, those determinations are supported by the designated doctor's report and other documentary evidence.

We have reviewed the complained-of determinations and conclude that the hearing officer's determinations are not so against the great weight and preponderance

of the evidence as to be clearly wrong or manifestly unjust. Cain v. Bain, 709 S.W.2d 175, 176 (Tex. 1986).

We affirm the hearing officer's decision and order.

The true corporate name of the insurance carrier is **AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA** and the name and address of its registered agent for service of process is

**CT CORPORATION
350 NORTH ST. PAUL
DALLAS, TEXAS 75201.**

Thomas A. Knapp
Appeals Judge

CONCUR:

Robert W. Potts
Appeals Judge

Margaret L. Turner
Appeals Judge